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December 1, 2003

Thomas M. Dorman, Esq.
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602

RECEIVED

DEC 02 2003

PUBLIC SERVICE
COMMISSION

Re: Case No. 2003-00396

Dear Mr. Dorman:

Please find enclosed the original and twelve copies of the First Set of Data Requests of Kentucky Industrial Utility Customers, Inc. to LG&E and KU filed in the above-referenced matter.

By copy of this letter, all parties listed on the attached Certificate of Service been served. Please place this document of file.

Very Truly Yours,



Michael L. Kurtz, Esq.
BOEHM, KURTZ & LOWRY

MLKkew
Attachment
cc:

Certificate of Service
Richard Raff, Esq.

CERTIFICATE OF SERVICE


I hereby certify that a copy of the foregoing was served by mailing a true and correct copy, by regular U.S. mail (unless otherwise noted) to all parties on the 27th day of October, 2003.

F. Howard Bush
Manager, Regulatory Compliance
Louisville Gas and Electric Company
220 W. Main Street
P. O. Box 32010
Louisville, KY 40232-2010

Honorable Steven D. Phillips
Senior Corporate Attorney
Kentucky Utilities Company
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(Via Electronic Mail)

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225 Capital Avenue
Frankfort, KY 40601


Michael L. Kurtz, Esq.

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PUBLIC SERVICE
COMMISSION

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

Tariff Filing of Kentucky Utilities Company and Louisville Gas and Electric Company for Non-Conforming Load Customers :
: Case No. 2003-00396

**FIRST SET OF DATA REQUESTS OF
KENTUCKY INDUSTRIAL UTILITY CUSTOMERS, INC.
TO LOUISVILLE GAS & ELECTRIC COMPANY and
KENTUCKY UTILITIES COMPANY**

Dated: December 1, 2003

DEFINITIONS

1. "Document" means the original and all copies (regardless of origin and whether or not including additional writing thereon or attached thereto) of memoranda, reports, books, manuals, instructions, directives, records, forms, notes, letters, notices, confirmations, telegrams, pamphlets, notations of any sort concerning conversations, telephone calls, meetings or other communications, bulletins, transcripts, diaries, analyses, summaries, correspondence investigations, questionnaires, surveys, worksheets, and all drafts, preliminary versions, alterations, modifications, revisions, changes, amendments and written comments concerning the foregoing, in whatever form, stored or contained in or on whatever medium, including computerized memory or magnetic media.
2. "Study" means any written, recorded, transcribed, taped, filmed, or graphic matter, however produced or reproduced, either formally or informally, a particular issue or situation, in whatever detail, whether or not the consideration of the issue or situation is in a preliminary stage, and whether or not the consideration was discontinued prior to completion.
3. "Person" means any natural person, corporation, professional corporation, partnership, association, joint venture, proprietorship, firm, or the other business enterprise or legal entity.
4. A request to identify a natural person means to state his or her full name and residence address, his or her present last known position and business affiliation at the time in question.
5. A request to identify a document means to state the date or dates, author or originator, subject matter, all addressees and recipients, type of document (e.g., letter, memorandum, telegram, chart, etc.), number of code number thereof or other means of identifying it, and its present location and custodian. If any such document was, but is no longer in the Company's possession or subject to its control, state what disposition was made of it?
6. A request to identify a person other than a natural person means to state its full name, the address of its principal office, and the type of entity.
7. "And" and "or" should be considered to be both conjunctive and disjunctive, unless specifically stated otherwise.
8. "Each" and "any" should be considered to be both singular and plural, unless specifically stated otherwise.
9. Words in the past tense should be considered to include the present, and words in the present tense include the past, unless specifically stated otherwise.
10. "You" or "your" means the person whose filed testimony is the subject of these interrogatories and, to the extent relevant and necessary to provide full and complete answers to any request, "you" or "your" may be deemed to include any person with information relevant to any interrogatory who is or was employed by or otherwise associated with the witness or who assisted, in any way, in the preparation of the witness' testimony.
11. "LG&E" means Louisville Gas & Electric Company and/or any of their officers, directors, employees, or agents who may have knowledge of the particular matter addressed.
12. "KU" means Kentucky Utilities Company, and/or any of their officers, directors, employees or agents who may have knowledge of the particular matter addressed.

INSTRUCTIONS

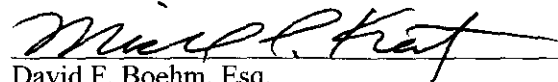
1. If any matter is evidenced by, referenced to, reflected by, represented by, or recorded in any document, please identify and produce for discovery and inspection each such document.
2. These interrogatories are continuing in nature, and information which the responding party later becomes aware of, or has access to, and which is responsive to any request is to be made available to Kentucky Industrial Utility Customers. Any studies, documents, or other subject matter not yet completed that will be relied upon during the course of this case should be so identified and provided as soon as they are completed. The Respondent is obliged to change, supplement and correct all answers to interrogatories to conform to available information, including such information as it first becomes available to the Respondent after the answers hereto are served.
3. Unless otherwise expressly provided, each interrogatory should be construed independently and not with reference to any other interrogatory herein for purpose of limitation.
4. The answers provided should first restate the question asked and also identify the person(s) supplying the information.
5. Please answer each designated part of each information request separately. If you do not have complete information with respect to any interrogatory, so state and give as much information as you do have with respect to the matter inquired about, and identify each person whom you believe may have additional information with respect thereto.
6. In the case of multiple witnesses, each interrogatory should be considered to apply to each witness who will testify to the information requested. Where copies of testimony, transcripts or depositions are requested, each witness should respond individually to the information request.
7. The interrogatories are to be answered under oath by the witness(es) responsible for the answer.
8. Responses to requests for revenue, expense and rate base data should provide data on the basis of Total company as well as Intrastate data, unless otherwise requested.

KIUC's FIRST SET OF DATA REQUESTS TO LG&E & KU
PSC CASE NO. 2003-00396

1. Please confirm that the proposed Non-Conforming Load Service (NCLS) tariffs of KU and LG&E will have no impact on the members of KIUC.
2. Please confirm that none of the members of KIUC will be required to take service under the proposed NCLS tariffs of KU and LG&E.
3. With respect to demand and energy charges only (and ignoring all other tariff differences), please confirm that your NCLS tariff proposal is less expensive than KU's existing LCI-TOD tariff for high load factor customers. Please explain. What is the "break even" load factor where the LCI-TOD and NCLS produce the same cost per kWh.
4. Please calculate the cost per kWh under LCI-TOD and NCLS (including all adders, i.e., FAC, ECR, ESM, merger surcredit) for a hypothetical customer (with the same billing demand under a 5 minute and 15 minute measure) with the following monthly load factor: 50%; 60%; 70%, 80%; and 90%.
5. For both KU and LG&E please list your 20 largest customers in terms of single site demand and provide their highest peak demand.
6. Does your NCLS tariff incorporate a higher charge for service to NAS to cover the load following costs of its electric arc furnace? Please explain. If there is such a charge built into the rate, please identify how it was calculated.
7. Please assume that an NCLS customer entered into a service contract for the minimum five year term and then closed its plant after only two years of operation or had its service terminated by the Company after two years of operation.
 - a. Would the minimum bill be payable if KU/LG&E needed the freed-up capacity and energy to serve native load and therefore was not financially harmed?
 - b. Would the minimum bill be payable if KU/LG&E was able to resell the freed-up capacity and energy off-system for the same or more than under the NCLS tariff?
8. Please refer to the proposed NCLS tariff section "SYSTEM CONTINGENCIES AND INDUSTRY SYSTEM PERFORMANCE CRITERIA"
 - a. Do you propose to interrupt NCLS customers on a different basis than other firm service customers? If yes, please explain.
 - b. What is your rationale for subjecting an NCLS customer to interruption without compensation?
 - c. Are there any hourly, daily, weekly, monthly or yearly limits on interruption? If yes, please explain.

- d. Please describe all circumstances under which the Company claims the right to interrupt. Please define "system contingencies" and "industry performance criteria."
9. Please refer to the "PROTECTION OF SERVICE" provision.
 - a. If NAS goes on rate NCLS, would NAS be required to install any devices or equipment to comply with this provision?
 - b. Please explain why the IEEE standards should not serve as a presumptively valid standard, rather the Company's "reasonable discretion"?
10. Please provide all cost of service justifications for a five minute billing demand.
11. Please provide a listing of all regulated retail rates in any jurisdiction which have a five minute billing demand.
12. Using NAS as an example, please provide the average billing demand under a five minute demand measure versus a fifteen minute demand measure.
13. Please identify and quantify the cost of load following service which is built into the existing LCI-TOD rate. Please explain why NAS would not be double charged for load following (to some extent) under proposed rate NCLS.
14. Please identify and quantify the rate reduction NAS would receive under pure cost of service principles if the KU fuel adjustment clause charged transmission voltage customers a lower than system average fuel rate because of the lower line losses incurred at transmission voltage.
15. Please refer to Mr. Freibert's testimony, lines 3-6.
 - a. Please list all existing KU and LG&E customers who are anticipated to qualify as non-conforming load customers.
 - b. For each customer identified in a. above, please list: 1) the anticipated annual rate change; and 2) the average monthly billing demand under a 15 minute measure versus average monthly billing demand under a 5 minute measure.

Respectfully submitted,



David F. Boehm, Esq.

Michael L. Kurtz, Esq.

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**COUNSEL FOR KENTUCKY INDUSTRIAL
UTILITY CUSTOMERS, INC.**

December 1, 2003